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STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Alexis Mendez, et al.Application No./Patent No.: 10/062,577Filed/Issue Date: January 30, 2002Entitled: OPTICAL FIBER BRAGG GRATING TUNING DEVICEPhaethon Communications

(Name of Assignee)

, a

Corporation

Type of Assignee, e.g., corporation, partnership, university, government agency, etc.

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.

The extent (by, percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

10/07/02
DateStanley J. Speelman

Typed or printed name

Signature

President and CEO

Title

Statement By Assignee to Establish Ownership (37 CFR 3.73(b))

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: Commissioner for Patents, Washington, DC 20231, on the date shown below.

Dated: _____ Signature: _____

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Alexis Mendez; Mario Pacheco; Steve Montesanto; Gershon Perelman; William Wang; and Jason Zweiback (hereinafter referred to as Assignors), residing at 38055 Palmer Drive, Fremont, California 94538; 39034 Guardino Drive, Fremont, California 94538; 3420 Orinda Street, Palo Alto, California 94306; 1554 Primrose Way, Cupertino, California 95014; 3071 Crestablanca Drive, Pleasanton, California 94566; and 755 Old Canyon Road, Fremont, California 94536, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in OPTICAL FIBER BRAGG GRATING TUNING DEVICE, set forth in a Patent application for Letters Patent of the United States, already filed on as U.S. application No. Not Yet Assigned; and

WHEREAS, Phaethon Communications, a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 5005 Brandin Court, Fremont, California 94538-3140 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may

be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

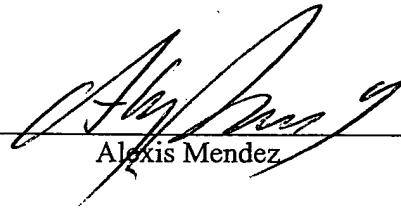
AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI L.L.P.

David H. Tannenbaum	24,745	Matthew D. Jones	44,810	Michael A. Papalas	40,381
Jody C. Bishop	44,034	Jerry L. Mahurin	34,661	William B. Tiffany	41,347
Michael J. Fogarty, III	42,541	Thomas J. Meaney	41,990	R. Ross Viguet	42,203

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.



Alexis Mendez

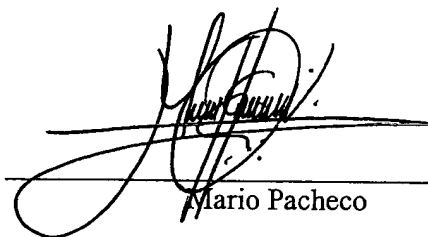
Date: 4/12/2002

United States of America)
 State of _____)
 County of _____)

ss.: 039-54-2903

On this _____ day of _____, _____, before me personally came Alexis Mendez, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

 Notary Public



Mario Pacheco

Date: 02/14/02

United States of America)
 State of _____) ss.:
 County of _____)

On this _____ day of _____, _____, before me personally came Mario Pacheco, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

 Notary Public

 Steve Montesanto

Date: _____

United States of America)
 State of _____) ss.:
 County of _____)

On this _____ day of _____, _____, before me personally came Steve Montesanto, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

 Notary Public


Mario Pacheco

Date: _____

United States of America)
State of _____) ss.:
County of _____)

On this _____ day of _____, _____, before me personally came Mario Pacheco, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public



Steve Montesanto

Date: 2/7/02

United States of America)
State of _____) ss.:
County of _____)

On this _____ day of _____, _____, before me personally came Steve Montesanto, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public

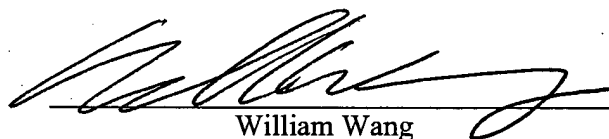
Gershon Perelman

Date: _____

United States of America)
State of _____) ss.:
County of _____)

On this _____ day of _____, _____, before me
personally came _____ Gershon Perelman _____, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Notary Public


William Wang

Date: 2/7/02

United States of America)
State of _____) ss.:
County of _____)

On this _____ day of _____, _____, before me
personally came _____ William Wang _____, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Notary Public

Date: 4/15/02

United States of America)
State of California) ss.:
County of San Diego)

On this _____ day of _____, _____, before me personally came _____ Jason Zweiback _____, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public